

EXHIBIT 2



January 19, 2021

Sent via email to:

David Allen Harbour
15527 E. Palatial Drive
Fountain Hills, AZ 85268
dkharbour1@gmail.com

Re: USA v. David Allen Harbour, CR-19-00898-PHX-DLR (DMF)
(Trial Preparation and Attendance at Trial)

Dear David:

We are very pleased that you have selected Adams & Associates, PLC, for legal representation in connection with the above referenced matter. We thank you for your expression of confidence in us. This letter confirms the basis for your engaging our firm and describes the basis upon which we will provide legal services to you. If you have any questions about these provisions, or if you would like to discuss possible modifications, please contact me.

1. **Client; Scope of Representation.** David Allen Harbour will be our client in the matters discussed in this letter, and have agreed to pay all legal fees. You have retained us to provide legal services in connection with the specific matters referenced herein only. We will be entering a Notice of Appearance in the above referenced matter as co-counsel to Alan Baskin, upon the execution of this engagement. After these matters are completed, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. We have no obligation to update you on these changes unless you actually engage us after the completion of our representation.

We are not your general counsel and our acceptance of this engagement does not mean we do or will represent you in any matter other than the ones described in this letter.

PLEASE NOTE OUR NEW ADDRESS:

7502 E. Monterey Way, Scottsdale, AZ 85251
Office: (480) 219-1366 • Cell: (602) 524-3801 • Facsimile: (480) 219-1451
aadams@azwhitecollarcrime.com • www.azwhitecollarcrime.com

2. Term of Engagement. Either you or we may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take reasonably practicable steps to protect your interests in the above matter. If you terminate our services, you will promptly pay us for all fees, charges and expenses incurred prior to the date of our receipt of the termination and for any work required to effect a transition to new counsel.

We reserve the right to withdraw from representing you if, among other things, you fail to honor the terms of this engagement letter -- including nonpayment of our bills, your failure to cooperate or follow our advice on a material matter, or we become aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate upon our sending you our final bill for services rendered. If you request, we will return your original papers and property to you promptly consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of you. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

3. Client Responsibilities. We will provide legal counsel and assistance to you in accordance with this letter and will rely upon information and guidance you provide to us. We will keep you reasonably informed of progress and developments, and respond to your inquiries.

In order to enable us to provide the services set forth in this letter, you will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. You agree to pay our bills for services and expenses in accordance with this engagement letter. You will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

4. Staffing. Ashley D. Adams will be the attorney primarily responsible for the representation. It is our mission to provide the highest quality legal services in an efficient, economical manner. As a result, we may occasionally involve associates and paralegals at our firm with the experience appropriate to the task at hand. If you have any questions or comments about our services, staffing, billings or other aspects of our representation, please contact me. It is important to me and to Adams & Associates, PLC, that you are satisfied with our representation and responsiveness at all times.

5. Fees and Expenses. Our fees are based primarily upon the billing rate for each attorney and legal assistant devoting time to this matter. Each lawyer and legal assistant has an hourly billing rate based generally on his or her experience and special expertise. I will review your bills. The hourly rate multiplied by the time spent on your behalf, measured generally in tenths of an hour, is the primary basis for determining our fee. **Ashley Adams' current billing rate is \$450 per hour; My paralegal's rate is \$125.00 per hour.** We adjust these billing rates from time to time to reflect changes in levels of experience and economic factors affecting our firm. Before changing our rates, however, we will first discuss any potential rate change with you.

Charges for services, while based primarily on hourly rates, are also determined after considering a variety of other factors, such as the novelty and difficulty of the issues involved, the skills needed to perform the legal services properly, special timing requirements and the results obtained. We are always pleased to discuss our bills with you to ensure that we both understand the basis for them and to avoid any misunderstanding.

We include separate charges on our bills for services such as photocopying, messenger and delivery service, computerized research, travel, facsimile and search and filing fees. I also bill my clients for my personal travel time, as well as the expenses associated therewith. We charge for these expenses at a standard rate per unit for each item. **We require that all expert, consultant, physician, examiner, and investigatory fees be paid in advance, directly by the client either to this firm, or to the third party, at our direction. These fees will not be covered by any retainer deposited into our trust account. We will, of course, seek your approval before these expenses are incurred.**

We do not currently separately charge for long distance domestic calls or regular U.S. mail delivery (\$0.50 postage). We generally do not pay fees and expenses of others (such as consultants, appraisers, and local counsel). The provider of these services will bill you directly, unless we make other arrangements.

We generally bill on a monthly basis, which helps to keep you informed of the time devoted to and progress of your matter. Payment is due upon receipt by check payable to Adams & Associates, PLC. Please include your invoice number (listed on the bill) along with your payment. We will charge interest at the rate of 1.5% per month (18% per annum) on bills that remain unpaid 30 days. You agree to bear the costs we incur in collecting overdue accounts, including reasonable attorneys' fees and all other costs. If any statement remains unpaid for more than 60 days, we may cease performing services for you until we make arrangements with you for payment of outstanding bills and future bills. We may withdraw from representing you if you do not pay us.

6. **Advance of Fees and Expenses.** You have agreed to present Adams & Associates, PLC with an advanced fee of **\$100,000.00**. **We have agreed to allow you to pay this retainer in increments. You have agreed that if you are unable to remit any unpaid balances, that you will immediately allow our firm to withdraw as your counsel. You will agree to sign any Motion for Withdrawal that we will file with the Court, if any fees remain outstanding.** Our fee is earned upon receipt. If your retainer is getting close to being exhausted and further work is needed on your case, then additional retainer monies would be needed for our continued representation of you in this matter.

Please keep in mind that the retainer is not a flat fee for services provided, nor does it mean that all fees will be covered with the retainer. Should the services provided exceed the retainer amount, the balance due will be charged to your credit card kept on file, or you will be given the option to pay the balance in any manner that you wish.

Your retainer will be held in the firm's general trust account, with interest payable to the Arizona Foundation for Legal Services and Education, to be applied to the final billing at the conclusion of the matter. We will send you a monthly itemization of all costs and services provided, and automatically deduct the amount due from your retainer funds. If your retainer is exhausted prior to the case concluding, you will need to replenish it, or we will bill your credit card kept on file each month for services provided during the previous

month. In the event your retainer is not exhausted, or you have remaining funds in your trust account at the completion of your case, we will refund the remaining balance to you. If you will be paying for our services with a credit card, you will be charged a 3% administrative fee, which will be included with your first bill. The Credit Card Fee Schedule is attached, for your reference and convenience.

If you will be paying for our services with a credit card, you will be charged a 3% administrative fee, which will be included with your first bill. The Credit Card Fee Schedule is attached, for your reference and convenience.

7. Opinions and Beliefs. Since the outcome of negotiations and litigation is subject to factors that cannot always be foreseen, such as the uncertainties and risks inherent in the negotiation and litigation process, it is understood that we have made no promises or guarantees to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter or the outcome of this or any other matter. Payment of our fees and costs is in no way contingent on the ultimate outcome of this matter.

8. Professional Limited Liability Company. Our firm is a professional limited liability company. Because we are a PLC, no member of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each member can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. Please call me if you have any questions about our status as a PLC.

9. Conflicts. We represent many other companies and individuals. It is possible that during the time we are representing you, some of our present or future clients will have disputes or transactions with you and/or your affiliates. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to you. We ask for similar agreements from other clients to preserve our ability to represent you when we are engaged by others. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of you.

10. Fee Arbitration. In the unlikely event of any dispute regarding the amount or payment of fees, we have the right to terminate our legal representation in this matter, subject to our obligation to give you reasonable notice to arrange for alternate representation. We mutually agree that any such fee dispute shall be submitted to mandatory binding arbitration. While arbitration is a faster, less costly and less publicized avenue for resolving disputes, you should know that in agreeing to arbitration, you are waiving your right to a trial by jury. Because of this, you are encouraged to seek the advice of independent counsel before agreeing to these terms. Such arbitration shall be conducted in accordance with procedures established by the State Bar of Arizona before an arbitrator or arbitrators selected in accordance with those procedures, who shall hear and resolve the dispute in Maricopa or Pima County, Arizona. The decision of the arbitrator(s) shall be final and binding on the parties. Judgment on any arbitration award may be entered in accordance with the provisions of the Uniform Arbitration Act, as adopted in Arizona, A.R.S. §§ 12-1501 *et seq.*, and of the

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Arizona Rules of Civil Procedure. The prevailing party in any such arbitration shall be entitled to an allowance of reasonable attorneys' fees and other costs incurred as a result of the action or proceeding.

11. Mediation. As to any claim or dispute arising out of or connected with our services, other than a fee dispute covered by the preceding paragraph, we mutually agree to attempt in good faith to settle the dispute by non-binding mediation before commencing any legal action or other dispute resolution procedure.

12. Electronic Communications. We communicate from time to time with our clients using telecopiers, mobile telephones and e-mail. These forms of communication are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication because they do not ensure the confidentiality of their contents. If you object to our using any one or more of these forms of communication, please let me know immediately and we will attempt to honor that request.

13. File Retention and Destruction. Every matter in our office has an opening and closing date. Closing dates vary depending on the type of matter it is opened under. For example, when a criminal matter is opened, typically, the client's closing date would be the day sentencing is imposed or the date they are taken into custody (if they are found guilty) or the date the court grants a dismissal (if they are found innocent). Every case has a closing date, unless the case remains open under investigation or unless instructed otherwise by Ashley D. Adams. Once a file is closed, Adams & Associates, PLC stores it for 5 years in an off-site, secured storage facility for safe keeping. Once the 5 year mark passes, your file will be destroyed. If you would like a copy of your file prior to destruction, and at your expense, you will need to check below and sign your name. You will also need to remember to keep your address updated with our firm, should you move or get new contact information, so that we are able to notify you when your copy of your file is ready for pick up.

- ☒ I would like a copy of my file, at my expense, prior to its destruction, and 5 years after my case closes.
- ☐ I would not like a copy of my file, and authorize its destruction, 5 years after my case is closed.


David Allen Harbour

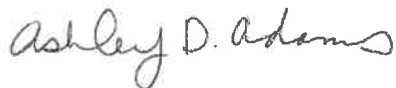
3-27-2021
Date

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This letter agreement contains the entire agreement between Adams & Associates, PLC and David Allen Harbour, regarding our representation of you and the fees, charges, and expenses to be paid. If you are in agreement with the terms of this letter, please sign below and return this letter to me. We are pleased to have this opportunity to represent you, and assure you that we will represent them as diligently and economically as possible.

Sincerely,

ADAMS & ASSOCIATES, PLC



Ashley D. Adams

I have reviewed this letter and its Terms of Engagement, and agree to the terms and conditions in both.


David Allen Harbour

3-29-2021
Date